

**CHESTER UPLAND SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

NOTICE is hereby given, the Chester Upland School District (“CUSD”) has prepared Request For Proposals (“RFP”) for the purchase and installation of two (2) X-ray machines for schools within the Chester Upland School District, on the terms and conditions set forth in the RFP. Further bid requirements are contained in the RFP.

Copies of the RFP can be obtained Monday through Friday excluding legal holidays observed by the district, 8:00 A.M. to 4:00 P.M., local time, from the Administrative Office, Chester Upland School District, 232 W. 9th Street, Chester, PA 19013.

You may download a full copy of this RFP at chesteruplandsd.org. Proposers are required to check this website for amendments prior to the proposal opening date and time to assure that the proposal incorporates all amendments. CUSD will not accept verbal request for clarifications or interpretations. Proposers must submit any questions or deviation request in writing to Chester Upland School District, Attention Anthony Moss.

Sealed proposals will be received and opened on September 16, 2022, at 4:00 PM at the Administrative Office, Chester Upland School District, 232 W. 9th Street, Chester, PA 19103. All proposals must be sealed and addressed to the Administrative Office, Chester Upland School District, 232 W. 9th Street, Chester, PA 19013, and be plainly marked “**Purchase and Installation of two (2) X-Ray Machines**” on the envelope.

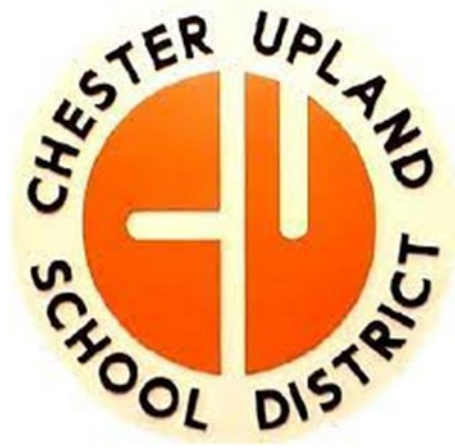
CUSD reserves the right to reject any and all proposals submitted. A contract will be awarded by CUSD to the best qualified proposal. CUSD encourages participation by minority and female-owned firms. CUSD is an equal opportunity employer. No firm or person will be discriminated against because of race, color, religion, sex, handicap, familial status, or national origin. The CUSD reserves the unqualified right to reject any or all proposals and to waive any informalities

Proposers may not withdraw proposals for sixty (60) days after the opening except as allowed by the Commonwealth of Pennsylvania Procurement Code.

Bonds are not required.

PROPOSERS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Kenneth R. Schuster, CUSD Solicitor



Chester Upland School District
Request for Proposals (“RFP”) for Purchase and
Installation of Two (2) X-Ray Machines
Proposals Due: September 16, 2022 at 4:00PM

Submit Proposals to: Mr. Anthony Moss
Director of Safety & Security Lead
Chester Upland School District
Administrative Office
232 West 9th Street
Chester, PA 19013
E-mail: amos@chesteruplandsd.org

INTRODUCTION

The Chester Upland School District (CUSD) is seeking vendors to provide and install (2) X-Ray Machines for Toby Farms Middle School and Chester High School.

These X-Ray Machines will help to ensure a quick transition during the morning arrival routines at each prospective school while supporting social distancing and no touch searches when students, staff and visitors enter the two prospective buildings.

Responses to this RFP (“Proposals”) will be reviewed by CUSD administration to identify the most appropriate Provider(s) that have the capacity to effectively provide and install the X-Ray machines in accordance with Federal and State regulations.

This RFP seeks submissions that demonstrate how the Provider will address the following components for its proposed X-Ray Machines

X-Ray Machines (2)

Specifications:

- Multi Voltage Scan 140KV or 160KV
- SW, Feature, 0.2M/S 927/928DX, BPI
- MONITOR, 144HZ, 1920X1080,24”
- VOLTAGE KIT, 110V,N5/15-SJT3x14AWG-C19/4M, US,BLACK
- KIT SHROUD ASSEMBLY 918CX
- KIT,USB DONGLE, 9XX
- ASSY, SIDE MOUNT, 920CX, ORION
- (2) ROLLER BED, W/POP OUT&BACK STOP, PLASTIC, 0.5M,620XRW
- ASSY, SENSOR, OPERATOR DETECTOR, ORION
- INSTALLATION
- WARRANTY/PROTECTION COVERAGE
- SHIPPING

SCOPE OF SERVICES FOR X-Ray Machines

The X-ray machines will be used to properly scan all individuals entering the building to maintain safety and social distancing while quickly and safely admitting individuals into the prospective buildings.

ADDITIONAL INFORMATION

I. TIMELINE

- Date Issued: September 1, 2022
- Proposal Due Date/Time: September 16, 2022/ 4:00pm
- Project Timeline: Product will be ordered and purchased by 9/30/2022.

II. CONTACT FOR QUESTIONS AND INFORMATION Prospective Providers

("Proposers") must direct all inquiries and communications concerning this RFP to Anthony Moss, District Safety and Security Lead for the Chester Upland School District, amoss@chesteruplandsd.org. The Specifications will be clear and complete unless attention is called to any apparent discrepancies or incompleteness, thereof, before the opening of the proposals. Should any change in the Specifications be required, they will be issued to all proposers in the form of an addendum to the original RFP.

III. EDGAR VENDOR CERTIFICATION FORM When CUSD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Proposers must agree to comply with certain requirements, which may be applicable to specific purchases using federal grant funds.

IV. PROPOSED FORM OF CONTRACT

The Proposer shall submit a proposed Form of Contract with its Proposal.

V. TAX

The District is tax exempt and the prices quoted by the proposer will be the price exclusive of taxes. Any sales or other taxes levied by federal, state or local governments shall become the burden of the proposer.

VI. TERMINATION

Either the CUSD or the Provider may terminate the contract with thirty (30) days' written notice to the other party of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, CUSD shall only be responsible for payment of services actually and satisfactorily performed. If CUSD has paid the Provider for goods or services not yet provided as of the date of termination, the Provider shall immediately refund such payment(s).

VII. INSURANCE The Successful Proposer shall provide proof of insurance, including appropriate liability insurance, evidencing minimum coverage limits of \$1,000,000.00. The successful Proposer shall warrant that it will maintain insurance for the duration of the contract with CUSD. The successful Proposer's insurance policy shall name CUSD as an additional insured. The successful Proposer shall furnish CUSD with a written certificate evidencing that it has procured and paid for this insurance coverage and that the insurance coverage is in full force and effect.

VIII. ASSIGNMENT

The successful Proposer shall not be permitted to assign its contractual duties.

IX. SUBCONTRACTING AND SUBCONSULTING The Successful Proposer shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of CUSD.

X. WAIVER OF CONSEQUENTIAL DAMAGES The Successful Proposer shall waive any claim against CUSD for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to the contract or termination thereof.

XI. CLEARANCES

The successful Proposer shall provide to CUSD with the following valid clearances and certifications prior to performing any services for CUSD:

- A Child Abuse History Clearance (Act 151);
- Federal Criminal History Records (Act 114); and
- Pennsylvania Background Checks (Act 34).

XII. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of proposal opening. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened.

XIII. PROPOSAL REJECTION

CUSD reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in CUSD's interest, in CUSD's sole and absolute discretion. CUSD reserves the right to reject a Proposer if they are not able to perform the contract or has previously failed to perform similar contracts properly or on time.

XIV. ADDITIONAL LEGAL REQUIREMENTS

a. DEBARMENT AND SUSPENSION

A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to "Debarment and Suspension". Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify CUSD if Proposer is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

b. EQUAL EMPLOYMENT OPPORTUNITY

It shall be mandatory that the Provider will not discriminate against any person upon any grounds prohibited by federal or state law. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

XV. NON-COLLUSION AFFIDAVIT

The enclosed Non-Collusion Affidavit must be submitted with the proposal or the proposal will be held to be invalid.

XVI. WORK IMPLIED

Anything which is not mentioned in the Specifications but which is reasonably implied must be furnished and performed by the proposer, the same as though specifically mentioned.

XVII. HOLD HARMLESS

The proposer agrees to indemnify and hold harmless the Chester Upland School District and their respective representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented appliances, products, or processes.

XVIII. INDEPENDENT CONTRACTORS

It is to be understood that the successful proposer is an independent contractor of the Chester Upland School District and is solely responsible for any errors or omissions which are due to mistakes in printing, proofreading, etc. Any such mistakes shall be corrected at no expense to the District.

XIX. MANNER AND DUE DATE FOR PROPOSAL SUBMISSIONS

Prospective Providers ("Proposers") must direct all inquiries and communications concerning this RFP to Anthony Moss, District Safety and Security Lead for the Chester Upland School District, amos@chesteruplandsd.org.

XX. RFP BUDGET

Cost Breakdown into budget items

GRAND TOTAL

\$ _____

Written amount

In submitting this proposal, the proposer understands that the right is reserved by the Chester Upland School District to reject any and all bids. No bid may be revoked or rescinded within thirty (30) days from the date the Proposals are opened. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within this thirty (30) day period or at any time thereafter before the Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form within ten (10) days after the Agreement is presented for signature.

The full name and residence of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE OF PROPOSER: _____
Please Print or Type Name Beneath the Signature

_____ TITLE

_____ DATE

NOTE: Give the first and last name in full and in case of corporations, give the name of President or Vice-President, Secretary and Manager.

INSTRUCTIONS FOR NON-COLLUSION
AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Sec. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the proposer that submitted the attached proposal.
2. He/She is fully informed respecting the presentation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham bid.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public

My commission expires: _____